

Report  
of  
THE SELECT SENATE COMMITTEE  
INVESTIGATING THE ROCK FESTIVAL

October 25, 1974

Senator Richard Webster, Chairman  
Senator Ike Skelton, Vice-Chairman  
Senator Lem T. Jones, Jr.  
Senator Donald Manford  
Senator Norman Merrell  
Senator Emory Melton



The Senate Select Committee to investigate the Sedalia Rock Festival, from left to right. Senator Manford, Senator Merrell, Senator Skelton, Senator Webster (Chairman), Pat Michelson (Committee Secretary), Senator Lem T. Jones, Senator Melton.

MISSOURI



SENATE

WILLIAM J. CASON  
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CLINTON, MISSOURI 64735

JEFFERSON CITY

PRESIDENT PRO TEM  
77TH GENERAL ASSEMBLY

July 22, 1974

Senator Richard M. Webster  
1725 South Garrison  
Carthage, Missouri 64836

Dear Senator Webster:

I have today appointed a select committee from the Missouri Senate to investigate the Rock Festival at Sedalia. I will be pleased if you will serve as chairman.

I feel that we should have a select committee rather than a standing committee from the entire Senate. By using a select committee, we are able to obtain input from the Appropriations Committee, the Criminal Justice Committee, the Judiciary Committee, and the Senate at large. Each of the three mentioned standing committees were authorized by Joint House Senate Resolutions to function during the interim, and membership drawn from these committees will provide an excellent base for a select committee.

I want the committee to be completely independent and free from taint of pressure or politics. You will be the first minority chairman of any committee since 1821, and I am certain that you and your committee will not engage in either a witch hunt or a whitewash.

The members of the committee appointed today are as follows:

Senator Richard M. Webster, Chairman--Appropriations Committee  
Senator Ike Skelton, Vice-Chairman--Chairman, Criminal Justice Committee  
Senator Norman Merrell--Chairman, Appropriations Committee  
Senator Emory Melton--Member, Criminal Justice Committee  
Senator Lem T. Jones, Jr.--Member, Judiciary Committee  
Senator Don Manford--Representing Senate at large

Senator Richard M. Webster  
Page 2  
July 22, 1974

The only charges which I make to your committee are as follows:

1. Determine exactly what happened, including a determination as to the cost to the State of Missouri.
2. Determine why it was permitted to happen.
3. Propose legislation which would prevent such an occurrence from happening again, and also which would provide for better control of the drug abuse statutes of our State.

With best personal regards,

Very truly yours,

*William J. Caron*  
William J. Caron

WJC:jb

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## Committee Staff

Tom Woolsey, Jr.	Research Director
John Hall	Staff Investigator
Bob Teare	Senate Investigator
Jack Pollard	Staff Counsel
John Casteel	Staff Counsel

## I Introduction

This report is submitted to the state legislature and to the citizens of Missouri by the Select Senate Committee investigating the Rock Festival. Herein are the events surrounding the festival, including the contract negotiations, various meetings between the promoters and state officials prior to the festival, notes from the festival as related by individuals in attendance, and the clean-up and related problems of the State Fair-grounds.

The Committee only intends to illustrate what transpired in the negotiations that preceded the festival and to reveal what transpired on the Fairgrounds during the festival. The Committee's interest and purpose is the attempt to finalize a legislative solution that will prevent a reoccurrence of this type trespass and injury to the citizens of Missouri and their property. And the Committee hopes to protect participants in future public events of any kind from the unsafe and unsanitary conditions that developed on the Fairgrounds.

Missouri citizenry is not alone in their concern of the uncontrollable amount of kinetic energy such gatherings have repeatedly seemed to possess. Many cases may be found on this relatively new phenomenon known as a rock festival. Smith v Indiana State Board of Health 307 NE 2d 294; Air Lift v Board of County Commissioners of Westchester County 278 Atl 2d 244; Town of Preble v Song Mountain, Inc. 300 N.Y. Supp 2d 1001; and Sullivan County v Fellipps 315 N.Y. Supp 2d 519 are but four that demonstrate representative interest in the problems rock festivals tend to create.

This Committee is not a political device nor is it involved in a "political witch hunt" of any kind. Such accusations are but an attempt to demean its integrity and very purpose.

It is our conviction that Missouri needs protective legislation that will prevent any further misuse of state property. Such legislation will have to be clear and succinct in form and it must be realistic, viable, and applicable to a broad number of potential situations. The events that transpired on the State Fairgrounds demand nothing less.

## II The Promoters

The promoters of the Ozark Music Festival did business through a corporation known as Music Productions. Musical Productions, Inc. was incorporated on March 8, 1974 (Exhibit 2).

The President of Musical Productions, Inc. is Mr. Chris Fritz. Mr. Fritz resides at 207 West Port Road, Suite 200A, Kansas City, Missouri (Trans. 954). He is also President of Enigma Productions, a company that deals with music festival productions (Trans. 954). Mr. Fritz's main duties were selecting and booking talent and making arrangements for the state, set, sound, lights, and other essential elements of a musical production (Exhibit 43).

Mr. Sal Brancato is a Vice President of Musical Productions, Inc. and operates Fairyland Park in Kansas City, Missouri, with his father and brother. He was responsible for making concession arrangements, obtaining a carnival, security arrangements, and establishing sleeping quarters for the Ozark Music Festival employees (Ex. 43, Trans. 1009).

The most visible member of the company was Mr. Robert Shaw, of 3130 Broadway, Kansas City. His main duties were advertising the festival through the firm of Christenson-Barclay & Shaw, Inc. (Exhibit 43). Shaw was also involved in the general production of the festival. (Exhibit 43)

Mr. Bennett Cash is listed in corporate records as treasurer of Musical Productions, Inc. His duties were to establish various procedural arrangements, bookkeeping, and

ticket control of advance ticket sales. Cash is also treasurer of Christenson-Barclay & Shaw, Inc. (Exhibit 4)

Mr. Roger Banning is a Vice President in Musical Productions, Inc. and also Vice President of Enigma Productions. He was in charge of distributing advance tickets and opened bank accounts for deposit of monies from the sale of tickets (Exhibit 43).

Mr. David Kinton was responsible for reviewing all contracts and Musical Productions, Inc. and matters that required legal advice. Mr. Kinton is also secretary of Musical Productions, Inc. (Exhibit 43).

Testimony revealed the ownership of Musical Productions, Inc. to be divided as follows (Trans. 869):

Mr. Kinton	500 Shares
Mr. Brancato	500 "
Mr. Fritz	375 "
Mr. Banning	125 "
Mr. Christenson	250 "
Mr. Shaw	250 "

Funds to initially finance the festival were obtained through an additional stock sale. Mr. Shaw borrowed \$15,000 from the Westport Bank, invested sums in Musical Productions, Inc. and received an additional 77 shares. Mr. Christenson also invested \$15,000 in consideration of 77 additional shares (Trans. 844). Mr. Brancato invested \$25,000 in consideration for 101 shares (Trans. 845, 871). Musical Productions, Inc. then borrowed an additional \$80,000 on the personal signatures of Mr. Shaw, Mr. Christenson, and Mr. Brancato from the Civic Plaza Bank in Kansas City (Trans. 1025).

Any profit derived from the Ozark Music Festival was to be divided as follows:

Mr. Fritz and Mr. Banning were to receive 12½% of the net profit before taxes; Fritz

to get 60% of that percentage and Banning 40% (Trans. 99). Both Mr. Shaw and Mr. Christenson were to receive 2% each of the net profit before taxes; Mr. Brancato  $2\frac{1}{2}\%$  of the net profit before taxes (Trans. 872). Remaining profits would presumably be declared in the form of stock dividends or in salaries to the officers (Trans. 1063).

Aside from these monies Mr. Kinton charged Musical Productions, Inc. for his time in handling legal matters from the company. Mr. Brancato received \$10,000 in salary for his services to Musical Productions, Inc. and the advertising firm of Christenson-Barclay & Shaw, Inc. received compensation for the services it rendered (Trans. 1057, 1058).

The Board of Directors of Musical Productions, Inc. consisted of Mr. Fritz, Mr. Cash, Mr. Brancato and Mr. Kinton (Exhibit 43).

Revenue receipts and profit or loss figures are not currently available. Musical Productions, Inc. did order 180,000 \$15 tickets, 25,000 \$20 tickets and 25,000 ten-dollar tickets. Currently there are 60,401 tickets either sold or unaccounted for.

### III Initial Contacts

The rock festival held on the Missouri State Fairgrounds in Sedalia, Missouri, had its beginnings early in 1974. Mr. James B. Boillot, Commissioner of the Department of Agriculture met with Mr. Robert Shaw in January of 1974, "When we were taking bids on the promotional agency for the State Fair" (Trans. 92). Mr. Boillot testified at this point in time he was not acquainted with any of Mr. Shaw's associates, neither those in the advertising agency bidding on the State Fair contract nor those associated with Musical Productions, Inc. (Trans. 94).

The record is unclear as to the exact date the musical festival was proposed to officials of the Department of Agriculture. According to Mr. Boillot, Mr. Ron Jones, then Secretary of the State Fair, called Boillot in early January and asked his opinion about "utilizing the fairgrounds for a musical production" (Trans. 94). Mr. Jones testified the festival was first proposed to him on Thursday, February 7, 1974, at a meeting attended by Mr. Robert Shaw, Mr. David Kinton, Mr. Sal Brancato (these three gentleman representing Musical Productions, Inc.), Mr. Wendall Smith, Assistant Secretary of the Fair, and Mr. Jones (Trans. 203). Jones later stated he was not certain of the presence of Mr. Brancato at this meeting (Trans. 203).

On February 21, 1974, Mr. Jones received a letter dated February 19, 1974, from Mr. David Kinton officially proposing a music festival (Trans. 204). Kinton represented he was legal counsel for "Musical Productions, Inc., a Missouri Corporation".

The letter proposed music would be provided by approximately 12 professional groups. The festival would attract approximately 50,000 people, the vast majority between the ages of 16 to 25. Kinton also proposed Musical Productions, Inc. would provide: (a) Traffic Control; (b) Security of Persons & Property; (c) Health and Medical Facilities; (d) Administration; (e) Gate Attendants; (f) Food & Beverage Concessions; (g) Talent Arrangements; and (h) Other Attractions. Mr. Kinton included a bid of \$40,000 in rental fees for utilization of the fairgrounds (Exhibit 13).

According to documents received from the Office of the Secretary of State, Musical Productions, Inc. did not receive a Certificate of Incorporation until March 8, 1974, approximately one month after Kinton's letter was written (Exhibit 2).

Page 6 of the same letter (Exhibit 13) notes a copy of same was sent to Mr. Chris Fritz, c/o Enigma Presentations, Ltd., 207 Westport Road, Suite 200A, Kansas City, Missouri, 64112. According to the Articles of Incorporation filed with the Secretary of State's office, Enigma Productions had been in existence since August 24, 1973 (Exhibit 11).

The next meeting between representatives of Musical Productions, Inc. and officials acting on behalf of the State was on March 13, 1974. Mr. Jones drove to Kansas City, Missouri, and met Mr. William Holden, then in-house legal counsel for the Department of Agriculture, who was there on previous business (Trans. 206; 308). These two officials met with the representatives of Musical Productions, Inc. and discussed various terms of the proposed contract. Mr. Kinton later drafted the original contract and mailed it to Mr. Holden, (Trans. 312), a copy being sent to Mr. Jones on March 25, 1974 (Trans. 207).

A letter dated March 21, 1974, was enclosed with the proposed lease agreement stating the lease contract had been "executed on behalf of the lessee". (Exhibit 14). The lease was dated March 22, 1974 (Exhibit 1) but was not signed by either Mr. Boillot or Mr. Jones until April 11, 1974, (Trans. 211). (Note: Conflicting testimony is presented on Page 10.)

According to testimony before this Committee the lease was not signed in March because Mr. Boillot and Mr. Jones apparently believed certain essential terms had not been included in the lease agreement. A lease addendum was ultimately proposed (Trans. 212).

On March 29, 1974, Mr. Holden met with Mr. Dick Wieler in Wieler's office to discuss the contract and proposed addendum. Mr. Wieler suggested a liquidated damages clause be added (Trans. 314).

Mr. Holden then drafted an addendum clause and dictated it word for word to Mr. Jones over the telephone on April 4, 1974 (Trans. 212; 315). On April 5, 1974, Jones took the proposed lease addendum to Kansas City, Missouri, and presented it to representatives of Musical Productions, Inc. (Trans. 212).

Mr. Kinton did not agree with the proposed addendum in its original form and wanted certain generalities defined. After some discussion the parties agreed "adequate security" would mean a force of 200 people. The group also narrowed the phrase "adequate medical facilities" to an agreeable form. A new addendum was typed in Kinton's Kansas City office and Jones returned later the same day to Sedalia, Missouri, taking the contract and new addendum with him (Trans. 213).

Later testimony indicated Mr. Kinton expressed concern during the April 5, 1974, meeting about the lessors (State of Missouri) ability to rescind the lease contract at any given time, thereby exposing the lessee (Musical Productions, Inc.) to the possibility of a large financial loss should the contract be repudiated by the State (Trans. 215).

On April 11, 1974, Mr. Jones met Mr. Holden and Mr. Boillot in Jefferson City. And during the meeting executed both the contract and the addendum as drafted by Mr. Kinton (Trans 215). (See page 10)

According to Mr. Boillot, Mr. Holden (the in-house counsel for the Department of Agriculture) did approve the addendum in its final form before it was executed by both parties (Trans. 200). Mr. Jones would only testify he had discussed the contract, including the addendum with Mr. Holden on April 11, 1974. Mr. Jones could not testify he actually handed a copy of the addendum to Holden for Holden's opinion prior to the signing of the contract nor could he testify Holden actually reviewed the addendum to the lease contract. Rather Jones said he believed Holden would have advised him not to sign the contract had Holden believed it to be a bad bargain (Trans. 418).

In sharp contradiction to Mr. Boillot, Mr. Holden maintained he had never approved the addendum in its final form. Holden testified between April 4 and June 5, 1974, he had only one conversation with Jones concerning the addendum. When Holden asked Jones about the addendum, Jones suggested the promoters merely wanted to change "a couple of words" and the changes were minor (Trans. 319).

Mr. Jones later testified he had never actually read the amended addendum as drafted by Mr. Kinton back to the Department of Agriculture's attorney, Mr. Holden (Trans. 427). Rather, Mr. Jones signed the contract on April 11, 1974, believing the State to be protected from any abuse (Trans. 426).

The position paper prepared by attorneys for the promoters takes exception to the date Mr. Jones executed the lease. According to this document Mr. Jones executed the lease on April 5, 1974, in Kansas City, Missouri. The contract was then taken from Mr. Kinton's office to Sedalia where Mr. Boillot signed the contract on April 11, 1974 (Exhibit 43, p. 11, 12).

The position paper also suggests the promoters did not use a "hard sell" approach during the initial contacts. Indeed, officials in the Department of Agriculture seemed to encourage the lease agreement. During the meeting on February 7, 1974, Mr. Jones asked the promoters if they wanted to utilize ". . . in some manner, the liquor license held by the Missouri State Fair to sell beer on the premises, and Messers. Shaw, Brancato, and Kinton indicated that this would not be desired." (Exhibit 43, p. 5) The report also continuously noted Musical Productions, Inc. recognized many of those who would attend would be under the legal age to drink intoxicating beverages and thus ". . . (the promoters) . . . felt that it would be difficult under the circumstances to enforce the liquor laws of the State of Missouri prohibiting the sale of alcoholic beverages to persons under 21 years of age" (Exhibit 43, p. 8).

It is not clear why Mr. Jones offered use of the liquor license to Musical Productions, Inc. Under the lease agreement the State would not have received any additional

revenue from such an agreement because the lease specifically granted the right to  
hire concessionaires to the lessee - Musical Productions, Inc. (Exhibit 1).

#### IV The Lease

The terminology contained in the lease agreement between the State of Missouri and Musical Productions, Inc. was subject to more than one interpretation.

Mr. William Holden, in-house counsel for the Department of Agriculture during contract negotiations between Musical Productions, Inc. and the State of Missouri testified his proposed addendum to the contract lease would have allowed the lessor (State) to rescind or terminate the contract "...if it ever... (appeared) ...that the health, safety or welfare of the public... (was) ...in jeopardy" (Trans. 317). Holden further defined the State's ability to rescind as "...from the day that the lease was signed until the expiration of the lease period, which is the entire period of time." (Trans. 317) Thus in Holden's opinion the contract could have been terminated from April 11, 1974, to July 22, 1974.

The addendum dictated to Mr. Jones by Mr. Holden was changed by the attorney for Musical Productions, Inc. on April 4, 1974. As noted on page 9 herein (From Trans. 319) and in Mr. Holden's later testimony to the Committee the addendum signed by Mr. Jones was never approved by Holden (Trans. 1087).

Thus the contract and addendum as executed by both parties does not readily lend itself to Mr. Holden's interpretation of the contract and lease addendum (as he believed them to be drafted). Language in the executed contract narrowly construes the lease period to be "...for and during the term commencing of July 19, 1974, to and includ-

ing July 22, 1974" (Exhibit 1; Trans. 102), with the state's right to terminate tied directly to this period (Exhibit 1; Sec. 18).

The instrument also provides several other termination clauses. Section 13 of the contract was drafted to allow Musical Productions, Inc. (lessee) to terminate the contract on or before April 30, 1974, by simply giving written notice to the State of Missouri (lessor) (Exhibit 1). The contract addendum additionally granted the lessee the right to terminate the agreement "for any reason whatsoever" after April 30, 1974, but before July 19, 1974. Such a termination was subject to a \$10,000 penalty in the form of liquidated damages due the lessor (Exhibit 1). This liquidated damages clause was apparently the one added at Mr. Wieler's suggestion (Trans. 314).

Those termination rights available to the lessor under the contract were specifically spelled out in Section 18 of the lease addendum. Section 18(a) provided the lessor with the option to terminate the agreement if health and security services were not satisfactory. Section 18(b) granted the option to the lessor to terminate "if in the best judgment of the lessor and with the council of local law enforcement officials, conditions appear to be such during the lease period that the health, safety, or welfare, of the public, the customers, or officials, agents, representatives, or employees of the parties are in jeopardy" (Exhibit 1). Note that the language indicates that the lease can only be terminated by the lessor (State) during the lease period (Trans. 216).

The officials representing the Department of Agriculture testified they originally believed the language of the executed contract granted them the option to terminate the contract at any time between April 11, 1974, and July 22, 1974. In his testimony Commissioner Boillot said he believed the contract could have been terminated by

the State in May or June if the determination been made the festival was going to be something other than what it was represented to be (Trans. 103). His opinion was apparently based on Mr. Holden's definition of "lease period" as extending from April 11, 1974, to July 19, 1974, before the second addendum was added.

However it became apparent to Missouri officials the State could not terminate the lease under the terms of the contract (i.e. for drugs, nudity, sexual promiscuity or other illicit behavior) except during the actual "lease period" of July 19 to July 22, 1974 (Trans. 103). (Note: Argument is made for injunctive relief in the attached brief.)

The lease additionally contained a section prohibiting drug selling, drug use, and prostitution. Section 3 concludes "...the Lessee agrees that the Lessee will not permit any unlawful occupation, business or trade to be conducted on the premises." (Exhibit 1) Evidence received by the Committee indicated this section was flagrantly breached (147).

Section 10 of the lease contract provided ". . . . it is expressly agreed that the Lessor, at its expense, will undertake the responsibility of removing trash and debris from the premises and improvements located therein, before, during and after the expiration of the lease herein made. . . . . Lessor will provide trash barrels or receptacles on the premises during the term hereof." (Exhibit 1) The section raised two questions:

(1). Why did state officials agree the State (lessor) would be responsible for the cleanup of the Fairgrounds when the accepted general rule of law specifies the lessee will clean the premises and return them in their original condition? (2). Was the State responsible for the debris left on the Fairgrounds?

Musical Productions, Inc. indicates in its position paper the State volunteered to clean the fairgrounds after the festival had concluded. On February 7, 1974, before the lease had been written or executed "it was stated by Ron Jones that the Missouri State Fair would effect all clean-up operations in connection with the fairgrounds....(since the State Fair)....customarily utilized trustees from one of the Missouri penal institutions." (Exhibit 43, p. 6) Jones represented to Musical Productions, Inc. the clean-up could be done with little cost to the State (Exhibit 43).

Testimony received by the Committee did not indicate the exact reason Mr. Jones offered to pay for the clean up. His decision may have been based on the concern the fairgrounds might not be properly cleaned by Musical Productions, Inc. in time for the State Fair or he may have been trying to encourage - at this initial stage - a lease agreement between the two parties.

Section 2 of the lease defines the rental figure as \$40,000 to be paid the lessor (Exhibit 1). Mr. Boillot testified the State used no specific formula in determining the rental fee (Trans. 109). The testimony of Mr. Jones additionally stated the rental formula (if any) was not based on the State Fair rental rates. During the State Fair Missouri usually receives approximately \$100,000 from the midway and an additional \$100,000 from concessions (Trans. 429). No such fee was charged Musical Productions, Inc. even though officials knew at least 50,000 people were expected (much higher than average daily attendance at the State Fair) (Trans. 430).

When asked about the lease and addendum Mr. David Kinton, Secretary of Musical Productions, Inc. and the attorney for the corporation, explained he had attempted to draft the instrument to best protect his client from financial loss (Trans. 1046, 1049).

Thus the contract was drafted so the lessor could only rescind under 18(b) during the lease period. By allowing a general termination in this time period only, Mr. Kinton believed it would reduce the chance of termination by the lessor (State of Missouri) and thus further insure financial success of the music festival (Trans. 1046).

Mr. Kinton testified after the addendum had been drafted and executed, Mr. Jones seemed to be aware of and understood the contract termination limitations placed on the lessor (Trans. 1048). And William Holden testified Ron Jones apparently agreed with Musical Productions in limiting the contract termination clause to the three day period. Mr. Holden did not ever agree with the promoters position on this matter (Trans. 1081, 1160).

Mr. Kinton further testified the bid of \$40,000 for use of the fairgrounds and facilities was based on the corporation's original projected attendance figure of 40,000 or \$1 per person. Kinton testified this figure was accepted by Mr. Jones and Mr. Boillot and further stated there was never any bargaining concerning a different rental figure. Mr. Kinton reported he was somewhat surprised at the \$40,000 figure being accepted without any effort to bargain (Trans. 1040). The \$40,000 fee was apparently always considered adequate by the Department of Agriculture.

## V Festival Representations

During the course of contract negotiations and up to the time of the festival officers of Musical Productions, Inc. made various representations and statements about the upcoming event.

One of the most repeated predictions was anticipated crowd size. The number of people projected to be in attendance always hoovered around the 50,000 mark (Exhibit 43, 13; Trans. 310, 430). It is not known on what formula or set of facts this figure was based.

Yet the promoters made representations far beyond the realm of crowd size. Their efforts concentrated on selling a "new type" of event, one unlike any other in recent history. For example, ". . . .The Ozark Music Festival . . . is more than a concert--it's an entertainment concept. Mid-America's young adults will come together that mid-July weekend to experience an exposition geared to their varied interests. Music, arts, and crafts exhibits, amusement rides and a variety of presentations will make up the festival. In essence, the event will be a cultural experience." (Exhibit 33)

Other press releases listed music groups making appearances along with other information pertinent to the festival but the language always explained the uniqueness of this particular event. ". . . .more than a concert, the festival will showcase various craft demonstrations, including pottery making, ceramics, leather works, glass blowing and jewelry making. There will also be camping, skiing, and other sports

related exhibits. Rounding out the true carnival atmosphere will be a giant midway with 24 rides." (Exhibit 33)

In the initial meetings Mr. Ron Jones suggested a non-denominational service be held on Sunday morning during the festival. The promoters agreed and accepted Jones' suggestion someone from the League of Christian Athletes be invited to speak. Later the promoters represented to Jones that Bart Starr or Kyle Rote would speak at the festival (Trans. 228). Mr. Bart Starr was contacted by the Committee to determine if he had agreed to speak at the festival. Mr. Starr expressed grave concern that his name had been used by Musical Productions, Inc. He stated he had never been contacted by the promoters and if he had been contacted he would not have participated in any way (Trans. 228).

Musical Productions, Inc. continually voiced confidence the facilities would be excellent and those in attendance "will not be subject to the rigors and frustration of previous outdoor concert presentations" (Exhibit 3). Also promised was "an abundance of water and restroom facilities and a large number of concessions with a wide variety of food.... (that would) ....be available throughout the grounds", (Exhibit 33).

State officials were assured from the contract negotiation period up to the opening day of the festival the event was a positive entertainment concept. Commissioner Boillot testified he was reassured by Ron Jones when he asked, "Are we talking about something that is basically the concern of a rock festival?" Jones replied, "No, this... (is)...an entirely different concept we are working toward." (Trans. 91)

Later at a meeting held on June 21, 1974, between the promoters and various state officials Boillot testified he queried, "...maybe (we are) bringing people that are different from the kind of people that we have at the State Fair. And the comment was made, "Well, Mr. Boillot, the advance sale of tickets are from small towns in this state, all over this state. We're bringing in these country people. They're going to attend" (Trans. 97, 98).

Yet while the promoters continually represented they expected approximately 50,000 people to attend the festival their press releases hinted an even greater number might participate. One press release flatly stated...."The fair grounds should easily accommodate 100,000 people. Billed as the largest event of its kind ever presented in the Midwest, the festival, is being promoted on a nationwide basis", (Exhibit 33). From the language of the press release one would assume there had been smaller events of the Festival nature in the Midwest. The press release did not, however, specifically name other smaller "cultural experiences" (Exhibit 33).

Sheriff Emmett Fairfax of Pettis County became aware of the Ozark Music Festival in April of 1974 when he was contacted by Ron Jones. On April 8, 1974, in a meeting attended by Sheriff Fairfax, Mr. Jones, and Mr. Shaw, Fairfax was asked if he would consider being in charge of security for the festival. The Sheriff said he would consider the proposal and contact Musical Productions, Inc. shortly (Transcript from the Hearing in Sedalia, p. 3). [Note: This meeting occurred prior to the execution of the lease on April 11, 1974 (Exhibit 1)].

Sheriff Fairfax left with the impression the festival ".....would be a small group, probably Nashville entertainers and that type of thing, and we could get the Legion Auxiliary, or something to work it as we do the J.C. races..." (Transcript from Sedalia, p. 4).

By April 24, 1974, Sheriff Fairfax had decided not to head the proposed security force and sent a letter of the same date to Mr. Shaw and a copy of same to Mr. Jones, saying in part (Transcript from Sedalia, p. 4) .....

"I have made careful consideration of this project and believe it will take a security force from the State as large or larger than used at the State Fair and supplemented on certain security details; trained law enforcement officers for such a show was necessary".

Approximately three weeks later on May 15, 1974, the Sheriff received an invitation to attend a dinner at the Ramada Inn. While he did not attend the dinner he did receive a copy of the press release issued at the gathering. The release stated, in the words of Sheriff Fairfax, "....that a one hundred-fifty person security force would be under the direction of Emmett Fairfax, Pettis County Sheriff, which I had not agreed to do..." (Transcript from Sedalia, p. 5).

Dr. A. J. Campbell, M.D. was contacted in May of 1974 and asked if he would serve as one of the physicians to work in the emergency hospital on the State Fairgrounds (Trans. 711). Prior to contacting Dr. Campbell, Mr. Shaw had contacted Dr. Maddox from Sedalia (Trans. 712). Later Mr. Shaw expressed his desire that Dr. Campbell take charge of the medical facilities as Dr. Maddox had informed Shaw he could not take part (Trans. 713).

Mr. Shaw later informed Dr. Campbell that Dr. William McKnelly had been contacted and would serve to handle the "few" drug problems encountered (Trans. 716). Dr. McKnelly is an expert in the field of drug abuse (Trans. 716).

In early July, Dr. Campbell began recruiting a medical staff to help provide services for the festival on his belief there would be a larger drug problem than Shaw represented. He informed Mr. Shaw of his desire to have a larger staff and Shaw replied, "Go ahead and get whatever you need, but I still don't think you are going to need very much help. I don't think it is going to be that kind of festival" (Trans. 720). Mr. Shaw kept repeating to Dr. Campbell the festival would mainly consist of light rock and blue grass music, and ". . . . most of the people would be of the age of 24, 25, 26 and they would be beyond the age of the so-called hard drug users." (Trans. 720) This representation as to age conflicts with other evidence suggesting the age group would range from 16 to 25. (Exhibit 13)

At the request of Dr. McKnelly five residents from K.U. were secured, as was Mr. Perusse, a social worker interested in drug abuse and drug related problems. Dr. McKnelly believed Mr. Perusse could help identify the kind of drug the patient had taken and thus help insure proper treatment (Trans. 723).

Because Dr. Campbell and Dr. McKnelly were concerned about the potential drug problem the Ozark Music Festival's hospital accumulated a large staff; included were Dr. Campbell, six resident doctors from the K.C. area, plus a fifth-year medical student, 18 registered nurses (R.N.'s), five licensed practical nurses (L.P.N.'s), five orderlies, three inhalation therapy technicians, two aids, and one messenger boy (Exhibit 48). (In

addition approximately 30 National Guard members and 30 to 40 volunteers helped treat patients. See Section VII)

Contrasted with the State Fair, the Women's Building has two doctors who split their respective duties (Trans. 724).

After reflection on the medical emergencies he was faced with during the four-day music festival, Dr. Campbell concluded:

"I think it was misrepresented to us from the start as to the scope we would encounter. In fact, I think I made a statement previously in the paper that I was pretty upset about the fact that we were not told the truth from the start; we were misled and told it would be an Ozark folk festival, with blue grass music and some light rock. That was not the case at all" (Trans. 73).

Wells Fargo officials testified they were also misled about the "type" of musical production the Ozark Music Festival was to be. Mr. Andrew Orgonik, who served as administrator of fiscal affairs for the security company, believed the music was to be blue grass and light rock. Mr. Orgonik testified he was impressed by the "total entertainment concept" so often stressed by Musical Productions, Inc. Various news releases and flyers had repeatedly emphasized the "total entertainment" aspect of the festival, and as Mr. Orgonik was not familiar with bands listed on flyers, he was unaware the festival would be anything other than as represented (Trans. 740).

Even the Highway Patrol was told by Mr. Shaw "very emphatically.....that this would be a blue grass festival, some country music, we would have an old fiddlers

contest, we would have Sunday church services and we would have a very nice group of people" (Sedalia Trans. p. 74).

Mr. William Holden in later testimony to the Committee offered evidence indicating officials in the Department of Agriculture were not misled about the type of music festival Musical Productions, Inc. was promoting. Holden stated it was his opinion everyone involved with the Ozark Music Festival, including Mr. Jones and Mr. Boillot, knew the festival was going to be a rock festival. In Holden's words, "I don't think anybody ever thought they would draw 50,000 to 70,000 people with country-western music" (Trans. 1090).

According to copies of invoices from the advertising firm of Christenson-Barclay & Shaw, Inc. the promoters spent \$104,534.87 for radio advertisement, \$32,550.28 for various items including ticket design, window posters, hand-bills, and other related paraphernalia, and \$14,911.55 for national advertising, additional production, and related expenses. The total advertising cost for the Christenson, Barclay & Shaw firm totaled \$151,996.70.

These advertisements were circulated in many areas in and around Missouri. An example of one of the more controversial advertisements was the following radio spot by Wolfman Jack.

"Hey, you wanna camp out with de Wolfman, then come on down to the Ozark Music Festival July 19, 20, and 21 in Sedalia, Missouri; now we goin' be on the grass at the Missouri State Fairgrounds; I have invited some friends like the Eagles, America, Bachman Turner Overdrive, Marshall Tucker Band, the Maharichner Orchestra, Nitty

Gritty Dirt Band, Lynyrd Skynyrd, Aero Speed Wagon, Ozark Mountain Dare Devils and eleven more; you goin' to have a midway, too, with twenty-eight crazy rides; like everything you need is goin' to be right there; now if I'm lyin', I'm dyin'; they'll have food, water, free parkin', free campin', and no hassles guaranteed.

Advance tickets are fifteen dollars each for all three days, but like twenty dollars at the gate; the Ozark Music Festival July 19, 20, 21 in Sedalia, Missouri, wow" (Trans. from Sedalia, p. 132).

This particular advertisement has been under attack by many who argue the phrase "on the grass" refers to using marijuana, and the phrase "and no hassles guaranteed" is forthrightly proclaiming there will be no law enforcement intervention into any activity taking place at the festival.

## VI Activity Prior to the Festival

On March 29, 1974, Ron Jones contacted Colonel Sam Smith of the Missouri Highway Patrol and informed the Colonel the Department of Agriculture was considering leasing the State Fairgrounds to a company proposing a folk music festival. Jones inquired about the feasibility of using Highway Patrol personnel as a security force for the event (Trans. 217, 663). Colonel Smith told Mr. Jones the Patrol was not available to serve as a security force for a private undertaking. The Colonel noted the fairgrounds were often used by various private groups and organizations throughout the year. Undertakings such as horse shows, blue grass fiddler contests, and other related events were not considered a state function; nor did the Patrol normally police them (Trans. 664).

Sometime between June 3 and June 6, 1974, Lieutenant Colonel D. S. Gehring received a telephone call from Mr. Holden, Department of Agriculture, advising him a meeting was scheduled for 2:00 p.m., June 10, 1974, to discuss details of the Ozark Music Festival (Exhibit 10).

Colonel Smith heard of the proposed music festival and on June 7 (or 10th, Trans. 78, Exhibit 10), 1974, he telephoned Mr. Boillot, Department of Agriculture, for confirmation the festival was indeed scheduled. Mr. Boillot informed him a lease had been signed (Trans. 664).

On June 10, 1974, a meeting was held in the office of Mr. Dick Wieler, in the Attorney General's office (Exhibit 10, Trans. 78). The following were present (Trans. 79, Ex. 10):

Mr. Richard Wieler, Assistant Attorney General  
Mr. Hugh Sprague, Legal Assistant to the Governor  
Mr. James B. Boillot, Commissioner of Agriculture  
Mr. Wendall Smith, Secretary of the State Fair  
Mr. Robert Shaw, Musical Productions, Inc.  
Mr. David Kinton, Musical Productions, Inc.  
Mr. Ralph Pussey, Wells Fargo  
Mr. Kincaid, Wells Fargo  
Lt. Colonel D. S. Gehring, Highway Patrol  
Colonel S. S. Smith, Highway Patrol

The meeting was conducted by Mr. Wieler. Mr. Shaw of Musical Productions, Inc. explained the Ozark Music Festival was to be held July 19 to July 21. The estimated crowd size was 50,000. Various other preparations were being made and the festival was to be an "educational and cultural experience" (Trans. 79). Anyone who was using or selling either alcoholic beverages or drugs would be escorted to the gates by the security guards (Trans. 80). When asked about security Shaw turned the meeting over to the Wells Fargo representatives who explained the security procedure (Trans. 81).

Mr. Hugh Sprague agreed with Colonel Smith in relating to a discussion about drug abuse at the meeting. Mr. Sprague also testified the promoters listed the groups who would be performing (Trans. 1242). Mr. Sprague additionally stated he had never read the contract between Musical Productions, Inc. and the Department of Agriculture (Trans. 124).

Mr. Wieler recalled he had originally proposed the meeting to determine what plans had been specifically made (Trans. 495). Wieler testified statements were made by Mr. Kincaid of Wells Fargo concerning their "peer group" security plans (Trans. 499). According to Wieler the group also discussed drugs, sex, and nudity. Mr. Wieler stated the majority of the discussion on drug abuse was concerned with marijuana.

Wells Fargo representatives indicated they would attempt to "grab anybody selling, but not to push or make a big point, or attempt to disrupt a crowd by moving in and trying to pull someone out who was using it" (Trans. 500).

The subject of nudity was concluded when a Wells Fargo representative remarked, "Well, they better run damned fast or we'll catch them and we'll eject them" (Trans. 503).

Wieler also testified the promoters said Wolfman Jack, the Master of Ceremonies, would be beneficial in crowd control because he "...would keep young people from getting out of line, and that if he said, 'Stand on one foot', the kids would stand on one foot." (Trans. 506)

Not everyone agreed with the projected picture of the festival. At the end of the meeting, Lt. Colonel Gehring did not believe there was adequate security. Mr. Wieler testified the Colonel remarked, "They're going to break down your fences, and burn the place to the ground" (Trans. 507). Colonel Smith generally agreed with Gehring though he said the festival might have a slim chance of running smoothly (Trans. 508).

Later during the day of June 10th, Colonel Smith informed Captain P. V. Volkner of Troop A of the meeting (Exhibit 10). Two days later on June 12, 1974, Colonel Smith assigned 20 officers of the Patrol to the Ozark Music Festival (Exhibit 10).

On June 20, 1974, another meeting was held between Mr. Hugh Sprague, Major Smith, Mr. James Boillot (Trans. 1265). Major Smith informed Boillot and Sprague he had received information from Captain Volkner and Lt. Fisher regarding the involvement of Nat and Sal Brancato in the music festival (Exhibit 10). The information had been

relayed by federal sources, including the Task Force on Crime (Trans. 1266). After giving this information to Boillot and Sprague, Major Smith asked Lt. C. C. Maddox to look into the backgrounds of all officers of Musical Productions, Inc. (Exhibit 10).

The following day, June 21, 1974, Sergeant H. W. Baltmer of the Highway Patrol began an investigation of Christopher C. Fritz, President of Musical Productions, Inc. His initial inquiry showed Mr. Fritz had a police record in Los Angeles, California. The arrests involved the sale and possession of marijuana (Exhibit 10). Mr. Sprague testified he received the information by telephone from the Patrol on June 24, 1974 (Trans. 1268).

On June 25, 1974, Major Smith of the Highway Patrol discussed the involvement of Mr. Nathaniel Brancato with Mr. Ron Jones. Jones informed Major Smith he had talked to the promoters about Nathaniel Brancato operating a concession stand. The promoters agreed to cancel Nathaniel's concession arrangement if it was to prove embarrassing. Major Smith also asked Ron Jones if he was personally acquainted with Christopher C. Fritz. Jones said he was (Exhibit 10).

On July 1, 1974, Michael Garrett became the Director of the Department of Public Safety. Colonel Smith informed Garrett the festival was still on and the Highway Patrol was making plans to help with law enforcement problems. Mr. Garrett requested copies of Highway Patrol intelligence reports (Exhibit 10, 25).

On July 4, 1974, a music festival was held at the Chuck Berry Farm in St. Charles County. At 5:00 p.m. on the same day Colonel Smith met with two men from the intelligence unit who had been in attendance at the Chuck Berry Farm (Exhibit 10).

The undercover agents reported they had never seen as many drugs at a rock festival before (up to July 4th). They also received information from head shops throughout Missouri that the Ozark Music Festival was going to be the "biggest bash of the summer" (Trans. 83).

On July 5, Mr. Garrett received oral reports of the Chuck Berry Music Festival. On July 8th, the Highway Patrol forwarded written reports of undercover agents indicating there was open sale and use of drugs, security was inadequate, and approximately \$20,000 in damages had been inflicted by the crowd of 18,000 (Exhibit 25, Trans. 531). Additionally Mr. Garrett received reports indicating security personnel working at the Chuck Berry Festival were observed smoking marijuana, holding up fences to let people into the grounds without a ticket, and some took off their security tee shirts and joined the crowd (Trans. 532).

At 10:30 a.m. a meeting was held in the Governor's office with Colonel Smith, Lt. Mad-dox, two undercover agents who had attended the Chuck Berry Festival, Mr. Hugh Sprague and the Governor (Trans. 533, 1245). Information from the Chuck Berry Festival was again discussed by those in attendance. A report was also made available to the group indicating "there was a movement of people" en route to Sedalia (Trans. 1253).

Later on July 8th, Garrett met with Ron Jones. Mr. Jones informed Garrett 8,500 advance tickets had been sold (Trans. 533, Exhibit 25). This figure was later updated to 12,000 (Trans. 534). Mr. Garrett expressed his concern about possible band cancellations and the adequacy of the Wells Fargo Security system in light of the Chuck Berry Festival (Trans. 535). Garrett was also concerned about how the

rental fee had been determined and, more specifically why the State had agreed to clean up the fairgrounds when "usually that obligation belonged to the lessee to restore the premises to as good a condition as they were at the time of the lease, ordinary wear and tear excepted" (Trans. 536). Garrett also inquired about medical arrangements, ambulance service, and the possible use of liquor and drugs on the fairgrounds (Exhibit 25).

After this discussion Garrett suggested to Jones that the possibility of cancelling the festival be investigated (Trans. 539).

On July 9, 1974, Garrett met with Mr. Boillot in the Governor's office (Exhibit 25). Later the same day Garrett met again with both Boillot and Jones (Exhibit 25). During the later meeting Garrett again suggested cancellation of the festival and an alternative (Trans. 846). At this juncture both Boillot and Jones expressed doubt about an adequate legal foundation for revocation of the contract and expressed concern about people already in route descending upon Sedalia with no access to the State Fairgrounds (Trans. 546).

On July 10, 1974 Major Smith and Lieutenant Maddox met with Sheriff Emmett Fairfax and the Prosecuting Attorney of Pettis County, Mr. Gary Fleming. Smith and Maddox thus turned over their complete file of the investigation of the Ozark Music Festival to Sheriff Fairfax. After reviewing the file Fairfax stated he believed the information inadequate to issue an injunction against the festival. The Sheriff also noted the circuit judge of Pettis County had been making inquiries with regard to the necessary elements needed to issue an injunction against the music festival (Exhibit 10).

The following day Lieutenant Maddox received additional information about Christopher Fritz from the Los Angeles Police Department. A picture of Fritz was included and Ron Jones quickly identified it (Exhibit 10).

On Friday, July 12, 1974, Mr. Garrett received a copy of the picture of Fritz and notification of Ron Jones' identification of the picture. Later during the same day Garrett met with the Attorney General concerning the possibility of breaking the lease. It was the Attorney General's opinion the Director of Agriculture had the authority to lease the fairgrounds and the State would probably not prevail if suit were brought for breach of the lease agreement (Exhibit 25).

The Festival was soon under way.

## VII Notes From The Festival

While many opinions have been expressed there is general agreement the Ozark Music Festival was unlike anything in recent Missouri history. Many accounts have entered the record with varying emphasis on different events.

In May of 1974, Wells Fargo began its preparations when the Company contacted several professors in the Criminal Justice Department at Missouri State University, Warrensburg, Missouri. The Company expressed its desire to employ students in the Criminal Justice Department to work as security guards at the Ozark Music Festival (Trans. 114).

The Division of Operations Manager for Wells Fargo Services, Mr. Andrew Orgonik, testified he originally was sent by the Company to Kansas City, Missouri, to assist in other security matters (Trans. 742). On July 4, 1974, Mr. Ralph Pussie, the Branch Manager of Wells Fargo in Kansas City, informed Orgonik of the upcoming music festival in Sedalia (Trans. 743). Mr. Pussie was the chief security officer assigned to the Ozark Music Festival and was specifically in charge of security operations and administration. Mr. Orgonik was to handle the fiscal operation on the fairgrounds.

Mr. Orgonik arrived in Sedalia on July 15, 1974. The original schedule for deployment of security guards was planned as follows (Trans. 755):

July 18, 1974	3 p.m.	25 people
July 19, 1974	11 a.m.	100 "
July 19, 1974	11 p.m.	75 "
July 20, 1974	8 a.m.	100 "

The schedule was not implemented because of the fast crowd build up early in the week. To handle early arrivals the security force was deployed as follows (in running totals) (Trans. 755) :

July 12, 1974	4 people
July 13, 1974	9 "
July 14, 1974	10 "
July 15, 1974	11 "
July 16, 1974	21 "
July 17, 1974	30 "
July 18, 1974	140 "
July 19, 1974	312 "
July 20, 1974	333 "

Though the contract between Musical Productions, Inc. and Wells Fargo had specified the security guards were to commence their duties on July 18, 1974, developments on the fairgrounds required their direction and efforts on the 12th. Most of the initial efforts of the force involved directing the early arrivals to a 60 acre field south of the Community College (Trans. 756).

As guards were deployed earlier than anticipated the majority did not receive the training or briefings planned by Wells Fargo officials (Trans. 759). Original training plans additionally included specific briefings to approximately 35 juniors and seniors from Warrensburg. They were students enrolled in the Criminal Justice Department and their duties were to include specific supervision over small groups of guards. Lack of time prevented this goal from being achieved (Trans. 758).

During the afternoon of Monday, July 15, 1974, a meeting was attended by Mr. Garrett, Mr. Boillot, Colonel Sam Smith, officers from the Missouri Highway Patrol, Pettis County and Sedalia law enforcement units, and the Missouri National Guard (Trans. 569). They discussed establishment of adequate communications between all participating law enforce-

ment agencies and coordination to "....pull together various responsibilities that these units would perform during the festival" (Trans. 569).

The National Guard informed those attending of the approximately 3,300 Guardsmen who were on active duty during the weekend. If needed, the Guard could have 100 men in Sedalia within one hour and deliver 500 men within four hours (Trans. 570). The Highway Patrol planned to provide 46 officers, two radio men, and six undercover agents inside the fairgrounds while the Sheriff's department would provide four deputies and the City Police would have 39 people with 12 in an auxiliary for a total of 51 (Trans. 570).

Following this meeting Mr. Garrett expressed his desire to meet Mr. Shaw. During their discussion Shaw informed Garrett advanced ticket sales had reached the 18,000 mark (Trans. 570). Mr. Garrett inquired about plans for handling the expected traffic flow and Shaw explained his intentions for controlling incoming traffic. He proposed one gate be opened into the fairgrounds at a time, allowing each parking lot to be filled before directing traffic to the next one. Colonel Smith objected to this plan, stating such an attempt to control traffic would cause extreme congestion for incoming automobiles (Trans. 570, 571). Shaw promised he would modify the plan and left Garrett with the impression "....he would have people at all gates and that at least four gates would be open at all times so we could route traffic into the fairgrounds (Trans. 571).

Later during the early evening of July 15, 1974, 11 patrolmen, three members of the Sheriff's Department, and five officers from the City of Sedalia entered the fairgrounds and made arrests for drug violations (Trans. 572, 667). The officers were divided

into three strike groups, entering the fairgrounds through three different locations (Sedalia Trans. 77). During the arrest procedure the small crowd, estimated to be from 250 to 400 people (Trans. 752), "...threw stones, cans of corn, pieces of blacktop pavement" at the arresting officers (Sedalia Trans. p. 77). The officers were forced to draw their weapons to "hold the crowd at bay..." (Trans. 572). Four automobiles were damaged at an estimated cost to the State of \$650 (Trans. 572, 667).

On Tuesday, July 16, 1974, the day following the drug arrests, Highway Patrol undercover intelligence officers discovered a meeting had been held between Mr. Shaw and the early arrivals. Every camper the undercover agents talked to had either personally attended the meeting or had heard of it. Mr. Shaw reportedly informed them the police would be told to stay out of the fairgrounds unless the campers started burning buildings. Three undercover agents, pretending to be pushers, talked to three security guards and asked if it would be safe to sell drugs after the raid. All three told the undercover agents "the boss" (with one security guard referring specifically to Mr. Shaw as "the boss") had informed gate attendants to lock the gates and not let police in the fairgrounds. Of the three, one told the undercover agents they could do anything so long as they did not burn buildings on the fairgrounds while another told the agents he was personally planning to smoke marijuana later and wasn't at all worried about the police (Exhibit 36).

Evidence indicates during a July 18th meeting Wells Fargo re-capitulated the July 15th incident in the following manner: "...They told us, they started telling us about how they wanted everything to go real cool, because they had some trouble and how the state troopers had come in and kicked some little kids and put shotguns in people's faces that Monday night, and they had arrested 17, and the Wells Fargo men had gone down and

gotten 14 out of jail, and the three they couldn't get out of jail sold drugs to undercover state trooper agents" (Trans. 142, 143). The tone of this briefing does suggest Wells Fargo gave a false slant to police activities occurring on July 15th.

Wells Fargo officials also emphasized the guards were to "...just prevent hassles, prevent fights, and things like that. If anybody needed to go to the hospital or something like that... (show them or give them) ...directions" (Trans. 141). As one security guard related his instructions, "...'Don't bust anybody'. They said that is not what... (we)...are there for, we are to keep order and not to bust anybody" (Trans. 141).

The oral briefing was given the security guards by Mr. Gray, the National Director of Training, Mr. Arco, the Vice-President of Marketing, and Mr. Orgonik (Trans. 765). Security for the festival was based on the concept of "peer group" control (Exhibit 47).

The Wells Fargo security force was not armed with the exception of 8 or 10 people (Trans. 778). Most of those armed were regular management personnel in the Wells Fargo organization though at least one individual from Warrensburg was issued a gun (Trans. 778). The guns were issued to protect security personnel involved in transporting monies collected at the gates to the promoters office. In one instance approximately \$20,000 in cash was transported from the gates in a cardboard box (Trans. 778).

By Thursday, July 18, 1974 traffic congestion had clogged Highway 65 two miles north of Sedalia. Traffic was not flowing in the opposite direction (north) because tractor trailers could not cross the bridge (Trans. 605). As a result many people camped and slept along the road and in their cars Thursday night (Trans. 606).

The major cause of the heavily congested traffic was the ineffective use of fairground entrance gates (Trans. 606). According to Highway Patrol films and reports only one gate was opened on Thursday night (Trans. 606). The Highway Patrol pleaded with the promoters to open additional gates as they had promised, but they refused, complaining there was an insufficient number of parking lot attendants to handle the traffic volume (Trans. 607). The situation was not alleviated until early afternoon on Friday when the promoters finally opened additional gates (Trans. 608).

Highway Patrol analysis indicates the traffic would have moved more smoothly and rapidly onto the fairgrounds had additional gates been opened (Trans. 610). Because the gates were not opened many people left their cars and camped on the city streets of Sedalia. According to Colonel Smith many Sedalia residents, though they did not necessarily welcome the participants, did try to help them by providing trash bags and water hoses. Other residents, perhaps scared or disgusted, left their houses for the duration of the festival (Trans. 610).

Because of the large number of people entering Sedalia and the state fairgrounds and because of the general disorganization of traffic flow (due to lack of proper preparation by the promoters) many of the security guards were assigned additional duties. On Thursday night, for example, 72 security guards were assigned to gate control. These men and women collected money, took tickets and performed other duties that "....were not within the realm of our responsibilities." This particular detail continued until the last man was relieved at 3 o'clock on Saturday morning (Trans. 770). Mr. Orgonik consented to assigning his people to these additional duties only after Mr. Shaw had pleaded with him to do so. Orgonik warned Shaw the security guards were not bonded and as

such Wells Fargo would not be responsible for money or ticket receipts. Shaw still insisted and Orgonik complied with his request (Trans. 770).

Some participants used wire cutters to break through the fence surrounding the fair-grounds. Because the security guards could not use force to stop anyone who wanted to enter without purchasing a ticket, the gaps in the fence became so large cars were freely and routinely driven through (Trans. 153).

Perhaps because of the large number of people entering the festival without purchasing tickets the promoters hired additional security personnel aside from the Wells Fargo operation (Trans. 153). Some of these people were reportedly very rough in their actions. One security guard related, "They jumped a couple of kids and beat them up. I was a witness" (Trans. 153). The additional security personnel told another group of Wells Fargo security guards..."Any more guys come in, you pick up a club, wait until they get over the barbed wire, and just jerk their feet out from under them." (Trans. 153). The Wells Fargo security operation refused this method and continued their "peer group" control approach (Trans. 153).

Though many members of the Wells Fargo Security Force were undoubtedly helpful in maintaining order and in lending needed assistance throughout the festival, the force was not without its problems. Highway Patrol undercover agents reported observing security personnel using drugs and "...on numerous occasions they were seen walking by drug dealers who were calling out their drugs or had large signs. At no time was any security guard observed telling a pusher or user to stop their activity. This actually occurred even on the lawn, steps and porch of the Women's Building, where the main office was located for the security staff, and hospital personnel." (Exhibit 36)

As security guards followed their instructions not to "hassle" anyone, people in the crowd engaged in any activity they desired. Drugs were openly sold and used, and many participants were seen smoking marijuana in full view of the security guards and Mr. Shaw and associates (Exhibit 22). One undercover agent described the activity as operating "in the same manner as a concessionaire would operate at a public sporting event" (Exhibit 22). Another example considered typical was the approach used by one "vendor" who proclaimed, "I've got reds. I've got reds. Two hits will put you on the O.D. Chart" (Exhibit 3). One security guard described the drug exchange as "...just like going in a candy store. People running around writing 'I need opium' with magic markers. It was just so open, it was, you know, like a market" (Trans. 147). Another security guard described the traffic: "The one thing that sticks out in my mind, I noticed a lot of heroin. I had never seen anything like it before, people selling stuff like that back and forth. I have seen people sell acid and grass. I have never seen anybody selling heroin, as such, and selling syringes. Just like it was a farmers exchange, you know, selling it back and forth....(I saw) . . .one man walking around with a cartridge belt like a 30-calibre cartridge belt with syringes in his belt for bullets, and they were sold for shooting up heroin" (Trans. 185).

Drugs of every type and description were being sold. The list included LSD, marijuana, THC, mescaline, amphetamines, and cocaine (Exhibit 22). Many vendors set up shop in coke stands that had been abandoned by the original operators (Trans. 185).

As people by the hundreds and thousands were participating in illicit drug sales and use of these drugs many stories of overdose victims were reported. "...I walked by a

guy that was shooting up at nine o'clock. By nine-thirty, he was in the hospital. It was crazy. People going by: 'Acids! Reds! Downers!' Anything you want. Just shelling out all over the place" (Trans. 147).

There is disagreement as to whether a highly organized effort to sell drugs was in operation, though one security guard reported..."There was only one group dealing that I saw several guys working it....They were dealing in mescaline, chocolate mescaline." (Trans. 148).

The Committee also received reports of individuals bringing huge quantities of drugs to wholesale. One individual from Chicago reportedly brought enough "green acid" to the fairgrounds for 3,000 people. "Green acid" was later defined as an elephant tranquilizer. "....Most of it that anybody got their hands on was selling it, just everybody. You couldn't walk two feet without seeing dope down there" (Trans. 148). Perhaps the saddest comment was "One guy, ....was eating tulips, eating mudpies, and stuff. He didn't know where he was. We tried to get him to a hospital." (Trans. 149).

Sedalia residents testified drugs were constantly advertised to spectators from Sedalia who were in and around the fairgrounds. One woman reported signs advertising "Mexican Gold" for sale, while closeby a nude girl with a sign around her advertised LSD (Trans. from Sedalia, p. 40). A nurse who worked in the Women's Building summarized the festival as "....an alcohol, drug oriented sex orgy from the beginning to the end; I saw things that I wouldn't have believed had I not seen it..." (Trans. from Sedalia, p. 55).

Many businesses complained as the participants overflowed into the Sedalia community. The Pittsburgh-Corning Plant was forced to substantially curtail production because its

employees could not get to and from the plant. The total cost of curtailing production and the monetary loss suffered from lost production was in excess of \$15,000 (Trans. from Sedalia, p. 66).

The State Fair Shopping Center and the Holiday Inn located in Sedalia also suffered damages. Some participants from the festival went inside the Shopping Center grocery store and ate and drank from the shelves. They were often asked to pay. Some did and some did not (Trans. from Sedalia, p. 35). The Shopping Center also lost "at least 30" shopping carts. The carts were apparently used for cooking on the fairgrounds by building a fire underneath them (Trans. from Sedalia, p. 33). As a result of lost business and theft, the Shopping Center and Holiday Inn incurred \$22,581 in damages (Trans. from Sedalia, p. 34).

A farmer from the Sedalia area testified some of the early arrivals crossed into his property and slaughtered some of his livestock. When one of his larger cows was shot by a participant approximately 150 people "...jumped onto it with knives" (Trans. from Sedalia, p. 26). In addition, an insurance adjuster estimated property damage to his 15 acres adjacent to the fairgrounds as an "approximately 30 percent" loss (Trans. from Sedalia, p. 27).

As the temperature rose during Saturday and Sunday many people shed their clothing and walked nude through the festival (Exhibit 3, 22, 32). On Saturday the showers available on the fairgrounds were fully integrated with men and women (Exhibit 3, 22, 36). (Note: The Highway Patrol has many pictures of nude men and women in public areas on the fairgrounds.) Nudity was especially prevalent around the showers and the

area between the showers and the camping area (Exhibit 36). Men and women were also using restroom facilities together (Exhibit 36).

There were many reports of prostitution (Exhibit 22). One woman testified that her husband was offered anything he wanted (referring to sexual encounters) for two dollars (Trans. from Sedalia, P. 38). Two vehicles formerly used as school buses had been converted into portable brothels. Each was designed to accommodate six girls who were engaging in prostitution for two dollars per encounter. Not all sexual encounters were confined to the enclosure of the school buses, however. Signs were prevalent advertising a sex orgy near the sheep pavilion. Undercover agents reported observing public sexual intercourse before a rather sizable audience (Exhibit 22, 36).

Prices on beer, ice, soft drinks, and wine soared with the rising temperature. Ice cost as much as \$5 for a five pound block. Soft drinks were priced at \$.75 (Exhibit 3, 22). One group of "concessionaires" stated they had sold 300 cases of beer at \$1.00 per can (Exhibit 22). Many people loaded trucks with beer, wine, ice, cigarettes, and other related merchandise, often using the vehicle as a vendors stand (Trans. 154).

The medical facilities, as previously outlined in Section V, were filled to capacity throughout the music festival. Doctors who rendered their services found themselves busy from the moment they arrived until the end of the festival (Trans. 726).

Because Dr. Campbell and his medical staff (correctly) anticipated a much higher occurrence of drug related illnesses than the promoters suggested, the Women's Building was organized to treat a large number of patients from the beginning. On other occasions only one half of the basement of the Women's Building is used to house the medical staff

and equipment. In this instance the south half of the basement level, normally not used at the State Fair, was filled with 20 or more cots for the "severe, the disoriented and wild drug related patients." (Trans. 727) The rest of the floor space handled other medical emergencies such as heat exhaustion, lacerations, and some drug related problems (Trans. 727).

As the hospital became busy early in the festival accurate records were impossible to keep. The staff did manage to maintain a record of 1,219 emergency cases until approximately mid-day Friday when patients began pouring in at an even faster rate (Trans. 727). Dr. Campbell estimated at least 2,500 patients were treated for some type of medical problem and at least 1/3 of those cases were drug related. Of that 800 plus figure approximately 250 to 300 were considered by Dr. Campbell to have been acutely ill and "would have perhaps died if they hadn't had emergency care" (Trans. 728).

Members of the medical staff worked 18 to 20 hours per day but still found themselves unable to adequately handle the incoming patient flow. Dr. Campbell and Mr. Garrett discussed the problem and a decision was reached to ask for National Guardsmen. On Saturday evening approximately 30 medics, 5 doctors, and an additional 78 National Guardsmen in plain clothing were flown to the fairgrounds by helicopter (Trans. 34). They walked through the grounds, waking people up and bringing them in for treatment. Those who would not wake up were carried in and treated for drug overdose (Trans. 730).

In addition to the medical staff and the National Guard various individuals from Columbia, Springfield, and St. Louis volunteered their services. They set up a tent in the infield dispensing aspirin, salt tablets, and band-aids. The total number working on a voluntary basis ranged from 30 to 40 people (Trans. 731).

A registered nurse who worked in the Women's Building recalled some of the more recognizable symptoms associated with a given drug. Those high on speed often showed signs of hyperanxiety; paranoia resulted from taking acid (LSD); and many who were comotose probably had taken a "downer" or depressant (Trans. from Sedalia, p. 62).

Musical Productions, Inc. contracted with Pettis County Ambulance, Inc. to provide ambulance service. Mr. Wasson, president of the latter corporation, testified the original agreement called for two ambulances to "stand by" at the Women's Building. In Mr. Wasson's words: "All hell broke loose" and subsequently two ambulances were insufficient to provide adequate services (Trans. from Sedalia, p. 115). Dr. Campbell asked Mr. Wasson to transport patients on Thursday evening, a day before ambulance service was to begin, and he agreed to do so (Trans. from Sedalia, p. 115). From that time until Sunday night Wasson and his associates were in such demand they received only eight hours of sleep (Trans. from Sedalia, p. 120). The activity continued until Sunday evening when the last ambulances took five individuals, all in a comatose state, and a small child to Bothwell Hospital (Trans. from Sedalia, p. 120).

Bothwell Hospital received patients from the Women's Building whose condition was so serious they could not be adequately cared for on the fairgrounds. The hospital administrator of Bothwell Hospital in Sedalia, Mr. Don Feeback, acknowledged the hospital received "an influx of patients from the State Fairgrounds" during the Ozark Music Festival (Trans. 474). Though names of patients treated at Bothwell were not available because of their obvious confidentiality Mr. Feeback was able to describe the various types of illness treated. One hundred and sixty-seven individuals received treatment on an out-patient basis. Treatment was given for injuries suffered in an automobile

wreck, three alleged rapes, abdominal pains, sunburn, cuts and abrasions, and 30 of the 167 out-patients were treated for overdose (Trans. 475, 476).

The hospital did admit 45 patients from the fairgrounds whose condition was more serious. These patients received treatment for such problems as a miscarriage and several maternity cases. However, 20 of the 45 admitted received treatment for drug overdose (Trans. 476). The hospital also admitted a three year-old girl who had been lost or abandoned on the fairgrounds (Trans. 476).

In addition to the 167 out-patients and 45 patients admitted, Bothwell sent 23 patients to the Medical Center at the University of Missouri in Columbia (Trans. 478). Of those 23 patients 22 were suffering from varying symptoms of drug overdose. The other patient was involved in a car accident (Trans. 478).

Of the 23 transferred to the Medical Center in Columbia, only 19 were treated, four apparently not arriving (Trans. 299). Of those 19 patients, seven were treated in the emergency room and not admitted (Trans. 300). The remaining 12 were admitted to the hospital for varying lengths of time (Trans. 300). Of the 19 patients treated, 17 were for specific drug overdose symptoms, one patient suffered a broken back allegedly when run over by an automobile while sleeping in his sleeping bag, and one patient, who was a quadriplegic, was in extremely poor physical condition from various causes including possible drug abuse (Trans. 301, Exhibit 19).

As of October 1, 1974, Bothwell Hospital had received \$8,553.77 for treatment rendered patients from the Ozark Music Festival. A balance of \$1,100.00 was still on the books

with \$600.00 of the balance guaranteed through collectable insurance (Phone call made on October 1, 1974).

The Medical Center did not fair so well. According to Mr. Joe Greathouse, as of October 1, 1974, the Medical Center had \$15,578.68 in outstanding bills for services rendered patients from the festival. The hospital estimated \$8,520.00 will be collected, mostly from Medicare. \$7,057.68 will probably not be collected (Exhibit 49).

During the course of the festival two separate Executive Orders were issued by Acting Governor William C. Phelps. The first Executive Order issued Friday, July 19, 1974, allowed the National Guard to tow automobiles and other obstructions blocking traffic on the public roads in and around the Sedalia area (Exhibit 29).

The second Executive Order was issued on July 21, 1974. Governor Phelps ordered medical personnel and supplies from the National Guard to enter the fairgrounds.

(Exhibit 29) The Adjutant General, Charles M. Kiefner, responded by sending five M.D.'s, two nurses and 28 medics from Whiteman Airforce Base. In addition, 78 additional men and three officers were sent to the fairgrounds from the Sedalia unit on duty during that weekend (Trans. 34).

The concert was hosted by the national television personality Wolfman Jack. Wolfman Jack became known in the 1950's when he broadcasted from Tijuana, Mexico. He often used profanity on these broadcasts and the United States ultimately had to negotiate with the government of Mexico to stop his broadcasts (Trans. 1304). Along with his regular duties he would sometimes "ask" the crowd to do various things. On one occasion he specifically asked the crowd to hold up their marijuana cigarettes, asked them to undress

and asked the girls to wave their breasts because he wanted to see "lots of love".

According to undercover agents in attendance many people in the crowd did exactly as he asked (Exhibit 22).

According to one security guard who often rode with musical groups to and from the fairgrounds, the majority of the performers were scared. One entertainer remarked he had never seen anything like the Ozark Music Festival in his life (Trans. 155).

The groups who performed were considered to be primarily soft and hard rock groups (Trans. 806-816). The only exception might be the Earl Scruggs Revue. However, expert testimony indicated the Earl Scruggs Revue has more of a country rock sound than pure bluegrass (Trans. 811). Other groups such as Bachman Turner Overdrive, Electric Flagg, Ted Nugent and the Amboy Dukes, Cactus, and Jefferson Starship are specifically considered hard rock (Trans. 806-814).

Throughout the festival many members of various motorcycle gangs were seen on the fairgrounds. Members of "The Fourth Reich", "The Scorpions" and the "Diablos" were specifically noted in Highway Patrol intelligence reports. The Patrol estimated eighty to ninety gang members were in attendance in addition to several hundred individual motorcyclists (Exhibit 36).

The motorcycle gangs camped beside the road dividing the infield and parking area "D". Anyone who passed through this area was subject to "harassment, extortion, and physical brutality" (Exhibit 36). If an individual walked through the area with beer or a beer cooler the motorcycle gang members would often "demand...beer for safe passage" (Exhibit 22). Highway Patrol undercover agents reported seeing three motorcycle gang members stop two young males and a female. In their words: "When one of

the bikers reached for the beer chest, the female told him something and the biker slapped her down. The biker was about 6'4" and the female was about 5'0" tall. She got up and began to slap the biker. Again he hit her and knocked her down. This time she tried to slap him and he grabbed her by the hair, started hitting her in the face with his fist, and finally kicked her in the groin" (Exhibit 22).

There were several reports of motorcycle gang members wearing security shirts and riding in security golf carts (Exhibit 36). On Sunday afternoon of the festival, Mr. Brancato informed Mr. Orgonik he had offered a \$50 bounty for every golf cart a motorcycle gang member would bring in from the grounds. Two hours later a man was brought into the Women's Building for medical treatment. He had been assaulted by a motorcycle gang member with a prosthetic arm. The laceration caused by the hook went through his cheek (Trans. 781, Exhibit 36). Mr. Orgonik demanded Mr. Brancato stop paying a bounty for returned golf carts immediately. Mr. Brancato agreed and within 10 minutes he informed gang members no further bounties would be paid (Trans. 781).

On Sunday evening Mr. Orgonik received reports of fighting between members of the motorcycle gangs and other participants around the stage area. Orgonik took 18 to 20 armed officers, some students, who had been issued hard hats and night sticks and proceeded to the stage area. Sheriff Fairfax had radioed Orgonik to inform him not to use his group of security guards until Fairfax first attempted to persuade the two groups to stop fighting. Orgonik then set up an observation post on the roof of one of the horse barns and waited with his security force. Fortunately the Sheriff successfully persuaded the motorcyclists to leave (Trans. 787).

The unsanitary conditions and refuge problems were noticeable in the early stages of the festival. One of the security guards testified all portable restrooms he observed were full to the seats by Friday evening and were accordingly inoperable (Trans. 133). By Sunday morning the same security guard reported most of the grass was gone (specifically on the west side) and the entire fairgrounds were covered with beer cans and other debris (Trans. 133).

In his testimony before the Committee Mr. Boillot reported the total amount chargeable to the State of Missouri to repair and clean up the fairgrounds plus the cost of water and electricity for the festival period was \$26,916.97 (Trans. 1112). Mr. Boillot noted, however, there was an additional bill of \$9,000.00 due Lanbirth Plumbing Company for cleaning the sewer lines on the fairgrounds. Boillot explained he believed Musical Productions, Inc. was responsible for that bill and not the Department of Agriculture (Trans. 1112). At this writing responsibility for the payment of the \$9,000.00 bill has not been determined.

## Conclusion

The Ozark Music Festival can only be described as a disaster. It became a haven for drug pushers who were attracted from throughout the United States. It became an exchange point for the transfer of large quantities of drugs which were being transported in inter-state traffic. It left behind an unbelievable number of young people who were suffering from the effects of narcotics and an untold number of young people who were introduced to hard drugs for the first time. One young man is dead, and another paralyzed.

The scene on the grounds at Sedalia made the degradation of Sodom and Gomorrah appear to be rather mild. Natural and unnatural sex acts became a "spectator sport." Sex orgies were openly advertised. Every hard drug known to law enforcement officers was openly advertised and merchandised. Frequently nude women promoted drugs with advertisements painted on their body. The Fair Ground's underpass was transformed into an Oriental Bazaar where all forms of hard drugs were sold. Motorcycle gangs perpetrated acts of extortion, rape, and physical violence upon those in attendance. Tens of thousands of young people who had not been a part of the drug culture entered this sordid atmosphere under the illusion that it was in fact an "Ozark Music Festival." Almost a thousand drug overdose cases were reported, and many thousands of youngsters used hard drugs for the first time.

No final figure has been obtained with regard to the loss in property damage sustained by the residents of Sedalia. Your committee is personally aware of damages in excess of \$100,000, consisting of damage to private property and business loss.

The financial loss to the state of Missouri can be determined in dollars, but cannot be compared to the loss represented by the damage to Missouri and American youth on our State Fair Grounds. The committee has ascertained the following actual financial loss. By the University of Missouri Medical Center, \$7,075.68; by the Missouri National Guard \$4,153.70; by the Highway Patrol, \$13,640.41; by the State Department of Agriculture for clean-up, repair, and cleaning of sewer pipes at the Fair Grounds, \$35,916.97; miscellaneous expenses by the Department of Revenue, Department of Health, Department of Public Safety and other agencies, \$7,586.32. This represents a total of \$68,373.08. These figures are above the damages paid by the promoters. The state received \$40,000 as rent on the property, which was the initial bid by the promoters. The promoters expressed great surprise that the state had accepted such a low figure.

The state officials charged with the law enforcement and security, including the Director of Public Safety, the Superintendent of the Highway Patrol, and the Adjutant General, are to be commended for their initial evaluation, their preparation, and their actions on and about the Fair Grounds.

The Adjutant General upon being advised of the event issued an early warning. The Director of Public Safety, upon taking office July 1st, issued statements of great concern. The Superintendent of the Highway Patrol correctly evaluated the situation and gave a timely and correct analysis of the occurrences which could be expected. Colonel Smith recommended cancellation of the contract and

laid out a method which would have resulted in a minimum cost to the state. The "red flags" which were so visible to those who are charged with law enforcement, and security, were invisible to other state officials.

While misrepresentations were made by the promoters at various stages of negotiations and preparations, the true nature of the event should have been clear.

The advertising methods used as early as the month of May indicated that the event would be a "Hard Rock Festival" of the type which attracts drug pushers. This fact was apparently discussed with the Secretary of the State Fair at a conference prior to the signing of the contract. To allay the fears of the public the name Ozark Music Festival was agreed upon at that conference.

The preparations including advertising, printing of tickets, and the booking of musical groups indicated that the promoters expected far more than fifty thousand in attendance. The following facts are cited:

- a. Two hundred and thirty thousand tickets were printed.
- b. One hundred and seventy six thousand passout buttons and armbands were ordered. These were to be used by people once they had entered the grounds.
- c. Radio advertising boasted of the fact that more than one hundred thousand could be accommodated.

If there was any doubt that the event would become a haven for drug pushers, this doubt should have been dispelled by the following:

- a. The selection of musical groups was from those regularly used at drug festivals.
- b. The advertisement indicated permissiveness on the Fair Grounds with regard to drugs.
- c. The medical staff consisting of 43 persons, was designed to handle an exceptionally large number of drug cases.

Note: This staff should be compared with a staff of only three regularly used at the State Fair. This number of persons does not include the thirty National Guard Corpsmen and six National Guard doctors called in the final day.

The committee commends Dr. Albert J. Campbell, who was in charge of the medical staff. Without his dedication a greater disaster would have occurred. Without his candor, the committee could not have arrived, with certainty, at its conclusion. More than 2,500 people were brought to the temporary hospital, directed by Dr. Campbell. Of these, 250 drug overdose cases would surely have resulted in fatalities had it not been for his excellent medical staff.

The committee must conclude that there was a complete breakdown in communications between the various legal staffs and those they were employed to advise. There was also a complete breakdown in communication between the law enforcement sector of the state of Missouri and the rest of the administrative branch of government.

Apparently there were adequate grounds to cancel the contract by June 8th and an overwhelming basis for the cancellation by July 5th. The decree entered by Judge William Turpin, in the Circuit Court at St. Charles, Missouri, closing similar activities at Chuck Berry's Farm, and the cases cited in the appendix attached to this report indicate the power of the judiciary under similar circumstances.

The committee can only conclude that proper legal advice was not given to the Department of Agriculture or the Governor, because none of the four attorneys charged with the responsibility at various stages of the transaction had ever read the contract in full. The attorney for the Department of Agriculture, had dictated an addendum to the contract but his advice was overridden by the attorney for the promoters. He did not ever have an opportunity to examine the final draft of the contract. Two attorneys from the Attorney General's Office were consulted, however neither of them saw the full contract until after the Ozark Music Festival was complete. The Governor's legal advisor attended several of the conferences, in which great concern was expressed by the law enforcement sector, however, he did not avail himself of the opportunity to read the contract.

The committee reaches the following conclusion:

- I. The contract between the State of Missouri and Music Productions Inc. should not have been executed.
- II. The advice of the law enforcement sector should have been followed, the attorneys representing the State of Missouri should have read the contract, and legal action should have been instituted seeking injunctive relief or the revision of the contract.
- III. The General Assembly must enact legislation providing strict guidelines for:
  - a. The leasing of state property by department heads.
  - b. The regulation of the assembly of large numbers of persons, in an atmosphere which leads to moral degradation and the open violation of the state laws.
- IV. The General Assembly must enact legislation making the following specific provisions:
  - a. Provisions as found in the present Oregon statutes designating procedures for obtaining injunctive relief.
  - b. Establish a Division of Drug and Crime Control within the Department of Public Safety. This division should be headed by a three man commission, one of whom should be the Superintendent of the Highway Patrol. The division should utilize the very excellent intelligence group presently constituted within the Highway Patrol.

## APPENDIX

### MEMORANDUM BRIEF FOR THE SENATE SELECT COMMITTEE ON THE ROCK FESTIVAL

This brief will apply the law on injunctive relief to the Sedalia fact situation as it appeared prior to the music festival. Three issues basic to this situation must be resolved:

1. Does the Attorney General of the State of Missouri have the right to maintain a suit for injunctive relief?
2. Did the county attorney of Pettis County have the right to maintain a suit for injunctive relief?
3. Did the Sedalia fact situation warrant the granting of an injunction?

#### DOES THE ATTORNEY GENERAL OF MISSOURI HAVE THE RIGHT TO MAINTAIN A SUIT FOR INJUNCTIVE RELIEF?

There can be no doubt that the Attorney General of the State of Missouri, on behalf of the State of Missouri, has the right to maintain an action for injunctive relief. In support of this position, I call attention to the following statutes.

RSMO §27.060, provides:

"The attorney general shall institute, in the name and on the behalf of the state, all civil suits and other proceedings at law or in equity requisite or necessary to protect the rights and interests of the state, and enforce any and all rights, interests or claims against any and all persons, firms or corporations in whatever court or jurisdiction such action may

be necessary; and he may also appear and interplead, answer or defend, in any proceeding or tribunal in which the state's interests are involved."

RSMO §526.030, provides in part:

"The remedy by writ of injunction or prohibition shall exist in all cases where . . . an irreparable injury to real or personal property is threatened, and to prevent the doing of any legal wrong whatever, whenever in the opinion of the court an adequate remedy cannot be afforded by an action for damages."

RSMO §311.750, provides in part:

"1. That an action to enjoin any nuisance defined in this chapter may be brought in the name of the state of Missouri by the attorney general of the state of Missouri, . . . ."

RSMO §311.740, provides in part:

"1. Any room, house, building, boat, vehicle, structure or place of any kind where intoxicating liquor is sold, manufactured, kept for sale or bartered, in violation of this law . . . is hereby declared to be a public and common nuisance, . . . ."

It certainly seems from reading the foregoing statutes that the Attorney General is authorized to bring an action to enjoin a nuisance.

In further support of the Attorney General's right to maintain an action to enjoin a nuisance, I call attention to the following Missouri case. In State ex rel. Attorney General v. Carty, 207 Mo. 439, 105 S.W. 1078 (1908), the Attorney General brought suit to enjoin a public bullfight on the grounds that the defendants were maintaining and conducting, and threatened to continue to maintain and conduct, a public nuisance. The court ruled at the outset:

"It is too well settled to challenge discussion that the suit was properly brought in the circuit court of St. Louis county, in the name of the state, at the relation of the Attorney General."

DID THE COUNTY ATTORNEY OF PETTIS  
COUNTY HAVE THE RIGHT TO MAINTAIN A SUIT  
FOR INJUNCTIVE RELIEF?

There can be no doubt that the prosecuting attorney of Pettis County, on behalf of the state of Missouri or Pettis County, has the right to maintain an action for injunctive relief. The following statutes support this position.

RSMO 1973 Supp. § 56.060, provides in part:

"1. Each prosecuting attorney shall commence and prosecute all civil and criminal actions in his county in which the county or state is concerned, . . . ."

RSMO 1973 Supp. § 195.130, provides:

"Any store, shop, warehouse, dwelling house, building, vehicle, boat, aircraft, or any place whatever which is resorted to by narcotic drug addicts or drug dependent persons for the purpose of using controlled substances or which is used for the illegal keeping or selling of the same, shall be deemed a "common nuisance". No person shall keep or maintain such a common nuisance."

RSMO 1973 Supp. § 195.190, provides in part:

"It is hereby made the duty of the division of health, its officers, agents, inspectors, and representatives, and all peace officers within the state, and all county attorneys, to enforce all provisions of this chapter, except those specifically delegated, . . . ."

Long ago, the Supreme Court of Missouri in State v. Lamb, 237 Mo. 437, 141 S.W. 665 (1911), recognized that the prosecuting attorney was authorized by law to institute a suit in the circuit court to enjoin, in behalf of the state, a public nuisance, and that he could proceed without giving bond. Clearly, the prosecuting attorney of Pettis County had the authority to institute a suit to enjoin the Ozark Music Festival.

DID THE SEDALIA FACT SITUATION  
WARRANT THE GRANTING OF AN INJUNCTION?

Many definitions have been developed by courts of equity in determining what constitutes a common or public nuisance. Nuisances are public when they violate public rights and produce a common injury. A public nuisance exists wherever acts or conditions are subversive of public order, decency or morals or constitute an obstruction of public rights, or affect the rights enjoyed by citizens as part of the public, that is, the right to which every citizen is entitled. It is a public one if it occurs in a public place, or where the public frequently congregates where members of the public are likely to come within the range of its influence, or if injury and annoyance are occasioned to such part of the public as comes in contact with it. It is not necessary that any individual be actually annoyed or injured, but it is sufficient if there is a tendency to the annoyance of the public by an invasion of its rights which all are entitled to exercise if they see fit. Public nuisances always arise out of unlawful acts. What constitutes a public nuisance is a question of law for the court. See 58 Am. Jur. 2d Nuisances 8.

The Missouri Supreme Court in defining nuisances have stated in the case of Collet v. Errington, 317 S.W. 2d 326, at Page 331:

"A public or common nuisance is an offense against the public order and economy of the state by unlawfully doing any act or by omitting to perform any duty which the common good, public decency, or morals, or the public right to life, health, and the use of property requires, and which at the same time annoys, injures, endangers, renders insecure, interferes with, or obstructs the rights or property of the whole community, or neighborhood, or of any considerable number of persons, even though the extent of the annoyance, injury, or damage may be unequal or may vary in its effect upon individuals."

In the case of Missouri Veterinary Medical Ass'n. v. Glisan, 230 S.W.

2d 169, The St. Louis Court of Appeals stated at Page 171:

"Our Supreme Court has stated: The power of equity to enjoin the doing of acts threatening irreparable injury to property rights or which would constitute a public nuisance is inherent and has been exercised, both in England and America, by courts of chancery since their evolution as a distinct tribunal, nor can this power be divested because the performance of such acts may be a violation of the criminal law."

The contention is that the Missouri State Fairgrounds is a place to which the general public has access and that a "rock festival" held on the premises would be a public and common nuisance as defined in RSMo 1973 Supp. §195.130, and RSMo § 311.740, and that because of the conditions and the manner in which "rock festivals" have been conducted in the past and will be conducted in the future, a "rock festival" constitutes a public nuisance and should be enjoined.

Open and notorious use and sale of drugs would occur at a "rock festival". Under RSMo 1973 Supp. §195.130 any place resorted to for sale or use of controlled substances would be subject to injunction.

Unlawful sale and consumption of alcoholic liquor would occur on the State Fairgrounds at a "rock festival", all in violation of RSMo 311.050, RSMo 1973 Supp. 311.300, and RSMo 311.310, and RSMo 311.325. And that being such a place where persons are permitted to resort in violation of the liquor control law as provided in RSMo § 311.740, the "rock festival" would be subject to injunction as provided in RSMo § 311.750.

Even though rock festivals are relatively new innovations upon our American scene, courts of equity have not stayed their hand in issuing injunctive relief.

In Drew v. Town-Mac, Inc., 61 Misc. 2d 55, 304 N.Y.S. 2d 1003 (Sup. Ct. 1969), the city was granted a preliminary injunction upon a showing of irreparable injury if the concert was permitted to be held. In Town of Preble v. Song Mountain, Inc., 62 Misc. 2d 353, 308 N.Y.S. 2d 101, the court based upon the anticipated crowd of 30,000 descending upon a community of 1,200, found that the inconvenience and danger imposed upon the community by having important roads and highways blocked with crowds of people, the potential drain upon hospital personnel and facilities, the potential drain upon medical personnel and upon sheriffs' personnel, of men needed throughout the counties for the performance of their regular duties, and the potential for harm to the community, the public, far outweighs any good which might be derived from such an event. Based upon this finding the court enjoined the holding of a rock festival and found it would interfere substantially with the rights of the general public and would obstruct the exercise of rights common to all and should be enjoined as a nuisance.

The court of appeals of Maryland sustained the circuit court for Worcester County in the case of Airlift, Ltd. v. Bd. of County Commissioners, 262 Md. 368, 278 A. 2d 244 (1971) where the court permanently enjoined the holding of a rock festival or concert on a certain site. The court of appeals held that evidence with respect to a proposed rock festival which indicated, inter alia, that there had been inadequate planning with reference to the large number of persons expected to attend, including lack of proper provisions for parking, traffic control, drinking water, waste removal and food services, and that there would be substantial use of drugs and alcohol and large, unruly crowds preventing arrest of violators,

and that no proper application had been made for zoning certificate or health permit supported findings that there was a clear, present and imminent danger of health, safety and welfare and property of the residents of the area so that granting of temporary and permanent injunctions was proper. In Sound Storm Enterprises, Inc. v. Keefe, In and For Fayette City, 209 N.W. 2d 560, the Supreme Court of Iowa reviewing a decree of the Fayette District Court holding the petitioners in contempt and imposing a penalty for the violation of a temporary injunction, held that the modified injunction by which petitioner was enjoined from conducting a rock music festival without benefit of those permits required by licensing statutes governing amusement parks and from committing or encouraging commission of a public offense in violation of statutes forbidding maintenance of a place resorted to by addicts for use of keeping or selling drugs were not void by reason of vagueness and uncertainty, nor because a court of equity could not enjoin commission of a criminal act and further held that the petitioners were not impermissibly restrained by absence of an evidentiary hearing, and that the evidence was clear and convincing that the petitioners had violated injunctions and were in contempt thereof.

In County of Sullivan v. Filippo, 64 Misc. 2d 533, 315 N.Y.S. 2d 519, the Supreme Court, Sullivan County, held that the evidence established that if programs planned for certain date, that included proposed ticket sale of 50,000 and eighteen and one-half hours of performance, would have been permitted to go on, use of highways, medical facilities and other facilities, which defendants would have had ready, would have imposed unreasonable and excessive burdens on people of the county and constituted threatened public nuisance.

In an action seeking to abate or enjoin a public nuisance, the Supreme Court of Florida in Orlando Sports Stadium, Inc. v. State, ex rel, Powell, 262 So. 2d 881, held that statutes providing that persons maintaining any place where any law is violated shall be deemed guilty of maintaining a nuisance and declaring a public nuisance any place visited by drug users for purpose of unlawfully using drugs and authorizing suit to enjoin a nuisance by state attorney, county solicitor, county prosecutor or any citizen do not deny due process on the theory that they are not sufficiently explicit in their description of the act, conduct or conditions required or forbidden.

In Smith v. Indiana State Board of Health, 307 N.E. 2d 294, the Court of Appeals of Indiana, First District, held that admission of photographs of conduct of people and facilities at other music festivals was not error, that granting temporary injunction did not violate constitutional rights to conduct business or to assemble, and that the evidence sustained a grant of temporary injunction. The evidence consisted primarily of photographs of conduct of people at other music festivals, their housing, sanitary and water facilities, and their trafficking in illegal drugs.

In an action to enjoin the promoting and conducting of a rock festival, the Superior Court of Connecticut in Planning and Zoning Commission of the Town of Middlefield v. Fernel Brothers, Inc., 29 Conn. Sup. 45, 270 A. 2d 562, found that the inconvenience and danger enforced upon the community by having important roads blocked with people combined with the potential drain of the sheriff's personnel from their duties would make the potential harm outweigh any

good derived from the event. The court added, in respect to the defendant's argument that if the festival is enjoined "there might be a serious risk that a large group of frustrated young people will descend on Middlefield", that this claim can only be characterized as a form of argumentative blackmail.

Because of the reasons previously given, the Attorney General has the right to maintain an action to abate a public or common nuisance, the fact situation previous to the rock festival at Sedalia was a threatened public nuisance and as late as July eighth the rock festival could have been enjoined.

Appendix II

1 University of Missouri Medical Center

Total Charges	\$ 15,577.68
(Exhibit 49) less amount collected	<u>8,520.00</u>
Loss	\$ 7,075.68
	\$ 7,075.68

2 National Guard

Cost for HHR735th FAGP	\$ 2,866.81
735th Medical Hospital, 28 man days	733.03
(Exh. 6) 735th Maint.BN, 24 man days	<u>553.80</u>
Base Total	\$ 4,153.70

3 Highway Patrol

(1) Motels in Sedalia

(a) Holiday Inn	\$ 1,574.03
(b) Highway 50 West Motel	384.00
(c) Stardust Motel	96.00
(d) Sunset Motel	142.00
(e) Sandman Motel	<u>168.00</u>
	\$ 2,364.03

(2) Aircraft Expenses

(a) Helicopter 26 $\frac{1}{4}$ hrs. at 22.49 per hr.	\$ 590.36
(b) Troop A Plan #003--37.7 hrs. at 9.69 per hr.	<u>\$ 365.31</u>
	\$ 955.67

(3) Special assignment allowance for  
all personnel involved, over the  
normal amount of 3.25                    \$ 2,531.25

(4) Cost of repairs for cars damaged  
as result of drug raid at Fair  
grounds, Monday, July 15, 1974        \$ 650.35  
Subtotal                                    \$ 6,501.30

(5) Salaries of personnel involved  
(Less Workmen's Compensation  
Social Security and Retirement)     \$ 7,139.11  
    \$13,640.41                            \$13,640.41

(Note: Had the officers been paid overtime  
the state salary cost would have been \$10,780.67 instead of \$7,139.11 )

Fairgrounds:

Total amount of damage chargeable to the state to repair and clean up the fairgrounds plus the cost of water and electricity for the festival period	\$26.916.97
Bill due Lanbirth Plumbing Company for cleaning our sewer pipes	<u>\$ 9.000.00</u> \$35.916.97
	\$35.916.97
Estimated additional expenses for Dept. of Revenue, Dept. of Health, Dept. of Public Safety and other agencies	\$ 7,586.32
	<u>\$ 7,586.32</u> \$68,373.08